

## Terms & Conditions

If you access and use this Web site (the "Site"), you accept and agree to be bound by and comply with these terms (the "Terms"). If you do not accept the Terms, do not use the Site.

- **General**

- All products and services of Power Yoga Canada and its subsidiaries and affiliates are subject to the terms and conditions of the applicable agreements governing their use.
- The Terms are to be read by you together with any terms, conditions or disclaimers provided in the pages of the Site. In the event of any conflict, the terms provided in the pages of the Site will govern.
- The information, material and content provided in the pages of the Site (the "Information") may be changed at any time without notice. Changes may be made to the Terms at any time without notice by updating this posting. You agree to review the Terms regularly and your continued access or use of the Site will mean that you agree to any changes.

- **Internet E-Mail**

- Any unprotected E-Mail communication over the Internet is, as with communication via any other medium (e.g. cellular phones, post office mail), not confidential, subject to possible interception or loss, and is also subject to possible alteration.

- **No Endorsements**

- No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any Information.

- **Links/Software**

- Links from or to web sites outside the Site are meant for convenience only. Power Yoga Canada does not review, endorse, approve or control, and is not responsible for any sites linked from or to the Site, the content of those sites, the third parties named therein, or their products and services. Linking to any other site is at your sole risk and Power Yoga Canada will not be responsible or liable for any damages in connection with linking. Links to downloadable software sites are for convenience only and Power Yoga Canada is not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software.

- **Payment for Products & Services**

- All Credit Cards will be processed in Canadian Dollar at the time of payment. Power Yoga Canada is not responsible for any fees, charges, exchange rates or additional charges levied by individual financial institutions or Credit Card companies.

## Refund/Cancellation Policy

### Services

- **Private Training**

- If your scheduling conflict is known in advance and we are notified at least 24 hours ahead of time, it MAY be possible to make the session up at a later date or with a different trainer. However, this cannot be guaranteed.
- Any sessions missed with less than 24 hours notification are forfeited.
- If you have not already paid for the session, your account/card will be charged for the full amount of the session.
- If no card/account information is present, no further sessions will be conducted until the outstanding payment is received.
  - Additionally, reserved time slots may be lost if payment is not made in a timely manner.

- **Pre Registered Programs**

- Pre registered programs are non refundable and are non transferrable. If unforeseen circumstances arise (to be determined by management), your account will be credited for the amount remaining at the time of cancellation and can be used for future programs.

- **Class Passes**

- Class passes have no expiration, are non refundable and are non transferrable.

- **Unlimited Memberships**

- Unlimited passes are valid for specific said timeframes and extensions will not be granted. These passes are non refundable and are non transferrable.

- **Teacher Training**

- The \$50 application fee is non refundable except in the case of denial acceptance.
- The student will receive a full refund if they cancel within three business days before classes begin.
- The student, who withdraws after beginning instruction, but prior to 60% of course completion, shall receive a pro-rated refund based upon program length.
- No refunds will be made after 60% of the program is complete.
- Students will receive their refund within 40 days after dismissal or notification or withdrawal.

### Products

- **Yoga Accessories, Books, Clothing and DVDs**

- May be returned within 14 days for exchange only. Returns are valid only for products that have not been opened, used or damaged.
- Refunds are only available when an equivalent replacement is unavailable and customer does not wish to exchange for another product

- **Digital Products (Audio and Video downloads)**

- These products are not eligible for return or exchange.
- Should your file be defective or damaged upon arrival please contact the appropriate division of Power Yoga Canada where you purchased the product and we will arrange for a copy of the file to be re-sent.

- Should you be dissatisfied with the quality or content of the file, we would be happy to hear your feedback. Please contact the appropriate division of the company.

## Privacy Policy

### Privacy Policy

Thank you for visiting Power Yoga Canada. This privacy policy tells you how we use personal information collected at this site. Please read this privacy policy before using the site or submitting any personal information. By using the site, you are accepting the practices described in this privacy policy. These practices may be changed, but any changes will be posted and changes will only apply to activities and information on a going forward, not retroactive basis. You are encouraged to review the privacy policy whenever you visit the site to make sure that you understand how any personal information you provide will be used.

**Note:** the privacy practices set forth in this privacy policy are for web sites within Power Yoga Canada portfolio. If you link to other third party web sites, please review the privacy policies posted at those sites. Power Yoga Canada is not responsible for how data or information is treated/handled by any third party web site that is linked to from our sites.

### Collection of Information

We collect personally identifiable information, like names, postal addresses, email addresses, etc., when voluntarily submitted by our visitors. The information you provide is used to fulfill your specific request. This information is only used to fulfill your specific request, unless you give us permission to use it in another manner, for example to add you to one of our mailing lists.

### Cookie/Tracking Technology

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology, however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

### Distribution of Information

We may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place. The information is not provided to these companies for marketing purposes.